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पावती

Original/Duplicate

Monday, December 30, 2013

सॉदणी क्रं. :39म.

2:36 PM

Regn.:39M

पावली बंद: 8965

दिनांक: 30/12/2013

गावाचे नाव: खारघर

दस्तऐवजांचा अनुक्रमांक: पवल2-8797-2013

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नावः राघव गुप्ता - -

नांदणी की

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दस्त हत्ताळणी की

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पुष्ठांचा संख्याः 106

v. 32129.00

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Joint St Panvel 2

बाजार मुल्यः इ.4222500 /-

नोबदाना: र.4250000/-

भरतेले मुद्रांना शुल्या : इ. 212500/-

- 1) देयकाचा प्रकार: eChallan रमकम: र 10000/ डोडी/धनादेश/पे ऑर्डर कमांक: MH001025557201314M दिलांक: 27/12/2013 बँकेचे नात त पत्ताः
- 2) देवकाचा प्रकार: By Cash रवकात र 2120/-

पुष्ण करवापेनाचा प्रश्ना (माळाज्य क्रिकेट) क्रिकेटाराची सर्वा

30/12/2013

सूची क्र.2

पुण्यस निबंधक : सह दु.नि.पनवेल 2

दस्त क्रमांक : 8797/2013

नोदंणाः Regn:63m

रावाचे नाव : 1) खारघर

(1)विलेखाचा प्रकार

करारमाना

(2)मोबदला

4250000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतों की पटटेदार ते नमुद करावे)

4222500

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचं नाव:रायगडइतर वर्णन :, इतर माहिती: , इतर माहिती: सदानिका नें .१२०४ बारावा माळा ए विंग भुमी त्रिवास प्लॉट ने.९ सेक्टर - ३४ ही खारघर कारपेट ५२.८७० ची.मी ता .पनवेल जि .रायगड((Fiot Number : S

(5) क्षेत्रफळ

1) 52:87 ची.मीटर

(6)आकारणी किंवा जुडो देण्यात असेल लेव्हा.

(7) दस्तऐवज करून देणा-या/लिह्न ठेवणा-या पक्षकाराचे नाव किंवा

1): नाव:-में , साक्षी होम ट्रेडर्स प्रा. लि तफें डायरंक्टर विनोद एम मानुशाली यांच्या तक अधिकृत अधिकारी विजोद एस. भानुशाली - - वय:-28: पत्ताः-प्लॉट सं: -, माळा सं: -, दिवाणी ज्यायालयाचा हुकुमनामा किंवा इसारतीचे नावः शॉप नं.८ शिवाजी मार्केट सेक्टर - १९ डी वाशी नवी मुंबई , ब्लॉवर मं २ रोड में: -, महाराण्ट्र, ठाणे. पिन कोड:-400705 पॅन ज:-AAMCS2316Q

(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-राधव गुप्ता 🛹 वय:-28; पत्ता:-प्लॉट न: -, माळा नं: -, इमारलीचे जाव: १०१ .सुयोग हाईट्स प्लॉट नं.४१,सेक्टर - ८ ,कोपरखेरने नवी मुंबई , ब्लॉक में: -, शेंड में: -, महाराष्ट्र, ठाणे. पिन कोड:-400709 पॅन नं:-AXAPG2516N

(9) दस्तऐवज करून दिल्याचा दिनांक 29/12/2013

(10)दस्त नोंदणी केल्याचा दिनांक

30/12/2013

(11)अनुक्रमांक,खंड व पृष्ठ

8797/2013

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

212500

(13)बाजारभावाप्रमाणे नोंदणी श्ल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(ii) within the limits of any Municipal Council, Nagarpanchayat or

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Agreement Par Sac 291/2/2013

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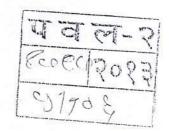
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Agreement for Sec 2911212013

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AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Navi Mumbai on this 25 day of Month in the Christian Year Two Thousand Thirteen [2013] BETWEEN

SAKSHI MOME TRADES PRIVATE LIMITED, a company bearing CIN No. U45203MH2008PTC180426 2007-2008 and incorporated on 25/03/2008 under the provisions of Companies Act, 1956, having its corporate office at Shop no.8,Shivji Market,Sector-19/D,Vashi,Navi Mumbai.400705.,bearing PAN No. AAMCS2316Q, by and through its Directors, hereinafter referred to as the 'BUILDERS' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor and/or successors) of the ONE PART

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AND

MR.RAGHAV GUPTA, Age:28 vears, Occupation: SERVICE, PAN No.AXAPG2516N, Indian Inhabitant residing at: 101,SUYOG HEIGHTS,PLOT NO.41,SECTOR-8,KOPARKHEIRANE,NAVI MUMBAI.400 709. hereinafter referred to as the 'PURCHASERS' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective legal heirs, executors and assigns) OF THE OTHER PARTY.

WHEREAS:

- (1) The CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation") having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act NO.XXXVIII of 1966 hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under Sub-Section (1) of Section 113 of the Section 113 of t
- The State Government has acquired land within the resignated area of the Mumbai and vested the same in the Corporation of an order difference on the behalf as per the provisions of Sec. 113 of the said let;
- (3) By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act;
- (4). The Corporation viz. CIDCO vide its Allotment Letter dated 19/12/1997 bearing reference No. CIDCO /ESTATE /12.5%SCHEME /owe- KHARGHAR/214-D/97 originally allotted to one MR. M.YUNUS ABDUL KARIM PATEL (therein referred to as Original Licensee) under 12.5% Gaothan Expansion Scheme all that piece and parcel of land bearing Plot No.9 admeasuring 2299.98 Sq.Mtrs. or thereabouts and situate at Sector 34C, Owe-Kharghar, Tal. Panvel,

Dist. Raigad (The Plot No.9 is hereinafter referred to as the "SAID PLOT" ar is more particularly described in SCHEDULE-I of LAND written hereunder);

- By and under an Agreement to Lease dated 5th January, 1998 executed and entered into BETWEEN the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, "THE CORPORATION" of the ONE PART and Mr. M. YUNUS ABDUL KARIM PATEL, the Original Licensee of the OTHER PART, the CORPORATION granted Licence in favour of the Original Licensee and agreed to grant a license frame terror of 60 cars of the said Plot viz. all that Piece and Parcel of Land bearing Plot No.9, admeasuring about 2299.98 Square Metres, situate 60 Section 346. Owe-Kharghar, Taluka Panvel and District Raigad, allotted under 12.5% Gaothan Expansion Scheme subject to the observance of the torms and conditions mentioned therein. In pursuance of the said Agreement, the Original Licensee has paid the entire amount of premium to the Corporation and the Corporation has handed over the vacant and peaceful physical possession of the said Plot to the Original Licensee, vide possession letter/receipt dated 24/12/1997;
- After obtaining Permission from the Corporation vide its letter bearing reference (6)CIDCO/ESTATE/12.5%SCHEME/KHARGHAR/214(D)/05 31/03/2005, a Tripartite Agreement dated 13th April, 2005 duly registered at the office of Joint Sub - Registrar of Panvel - 2 under Serial No. URAN-03733-2005 vide Receipt No. 3732 was entered into between the Worporntion as the party of the First Part, the Original Licensee i.e, KARIM PATEL as the party of the Second CONSTRUCTIONS a Party of CONSTRUCTIONS, a Partnership Firm registered inter the Indian Partner Act, 1932 represented through its Partners: (MMr. Statistick A BHABHERA, (2) Mr. VADILAL K. VORA and (3) Mr. MUKESH (therein referred to as the New Licensees) of the THIRD PART for transfer, assign and convey all rights, title, interest and benefits in the said Plot to M/s. SMV CONSTRUCTIONS subject to the terms and conditions mentioned therein and in pursuance of the said Tripartite Agreement, the Original Licensee has handed over the vacant and peaceful physical possession of the said Plot to the
- (7) In pursuance of the Tripartite Agreement, the New Licensee M/s. S.M.V. Constructions deposited transfer charges and the Corporation by its Final Transfer Order bearing Ref. No.CIDCO/Estate/ANA/12.5%/Kharghar/214(D)

/2005 dated 05/07/2005 has transferred all leasehold rights, title, interest and benefits in the said Plot in favour of M/s. SMV CONSTRUCTIONS.

- (8) After obtaining Permission from the Corporation, a Tripartite Agreement dated 13.06,2006 duly registered at the office of Joint Sub - Registrar of PANVEL - 3 under Receipt No. 4271 dated 13.06.2006 (Serial No. Panvel 3 - 04263 - 2006) was entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED (therein referred to as "the CORPORATION") of the FIRST PART and M/s. SMV CONSTRUCTIONS, a Partnership Firm registered under the Indian Partnership Act, 1932 represented through its Partners : (1) Mr. SHASHIKANT M BUABILITYA, (2) VADILAL K. VORA and (3) Mr. MUKESH R. BHATIA (the rein referred to as the New Licensees) of the SECOND PART and MARWORK ENTERPRISES a Proprietorship Concern represented through its sole Proprietor : Mr.MAHESH NARSINH CHAUDHARI (therein referred to us the Subsequent New Licensee) of the THIRD PART for transfer, assign and convey all rights, title, interest and benefits in the said Plot to M/s..MAHAVIR ENTERPRISES subject to the terms and conditions mentioned therein and in pursuance of the said Tripartite Agreement, the New Licensee has handed over the vacant and peaceful physical possession of the said Plot to the subsequent New Licensees;
- (9) In pursuance of the Tripartite Agreement, the subsequent New Licensee MS.

 Mahavir Enterprise deposited the transfer charges and the position by its

 Final Transfer Order bearing Ref. No. CIDCO/Estate/AN AV 55%/K/(alphar/ S)

 214(D)/06 dated 14th June, 2006 has transferred all leasehold rights, title interest and benefits in the said Plot in favour of M/s. MAHAVIR EN ERRRISES.
- After obtaining Permission from the Corporation vide its letter bearing reference No.CIDCO/ESTATE/12.5%SCHEME/KHARGHAR/214D/ 2010 dated 24th May, 2010 and letter bearing reference no. CIDCO/ESTATE/12.5% SCHEME/KHARGHAR/214(D)/2010 dated 26th May, 2010, a Tripartite Agreement dated 26.05.2010 duly registered at the office of Joint Sub Registrar of PANVEL 2 under Receipt No. 5699 dated 26.05.2010 (Serial No. URAN 05431 2010) entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED (therein referred to as "the CORPORATION") of the FIRST PART and M/s. MAHAVIR ENTERPRISES a Proprietorship Concern represented through its sole Proprietor: Mr. MAHESH NARSINH CHAUDHARI (therein referred to as the New Licensee) of the SECOND PART and M/s. SAKSHI HOME TRADES PRIVATE LIMITED represented through its directors (1) Mr. RAMESH L. GAJRA (2) Mr. VINOD

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M. BHANUSHALI (therein referred to as the Subsequent New Licensees) of the THIRD PART for the transfer, assign and convey all rights, title, interest and benefits in the said Plot to M/s. SAKSHI HOME TRADES PRIVATE LIMITED subject to the terms and conditions mentioned therein and in pursuance of the said Tripartite Agreement, the New Licensee has handed over the vacant and peaceful physical possession of the said Plot to the Subsequent New Licensees (therein referred to as New Licensee and hereinafter referred to as "the Builders");

- (11) In pursuance of the Tripart.te Agreement, the subsequent New Liversee M/s
 Sakshi Home Trades Private Limited deposited the transfer charges (included Corporation by its Final Transfer Order bearing Ref. NoCIDCO/Estate/12.5% Scheme/Kharghar /214D/2010 dated 27.05 2010 has transferred all leasehold rights, title, interest and benefits in the said Plot in favour of M/s. SAKSHI HOME TRADES PRIVATE LIMITED;
- the said Plot of land and hence proposes to construct a building known as "BHOOMI TRIVAS" having Ground Plus Thirteen (13) Upper Floors on the said Plot of Land as per the plans approved and duly sanctioned by the concerned Planning Authorities and the Builders alone have the sole and exclusive right to allot, sell, transfer on ownership basis the building to be constructed by them on the said Plot and fill such considerations and for such other terms, conditions, covenants, and provisionass they deem fit and proper and to receive the sale price and other costs in receptable thereof and for such purposes to sign and execute necessary agreements decided documents and writings with the prospective Purchasers:
- (13) The Builders has appointed M/s.TRIARCH, an Architect registered with Council of Architects and having address at Shop no.18, Sector-19, C.B.D.Belapur, Navi Mumbai 400 614 (hereinafter called "THE ARCHITECTS") to prepare the building plans, specifications and designs etc. and to carry out the development project as per the D.C. Regulations and the Maharashtra Regional Town Planning Act and in accordance with the enactments and guidelines as laid down and amended from time to time in this regard and the Builders has appointed MR.SAMARTH AGARWAL, of M/S.ADHARSHILA CONSULTANTS, having office address at 126. CFC. Bldg-II, APMC. Market-I, Phase-II, Sector-19, Vashi, Navi Mumbai. 400705., a Structural Engineer, for preparation of Structural design/s of

the building to be constructed over the said Plot to develop, design and lay down specifications for the construction of building on the Said Plot;

- (14) The Builders have also submitted to the Corporation and other authorities concerned the building plans, specifications, and designs for said Plot. The Corporation has sanctioned the building plans, specifications, and designs submitted by Builders and granted them permission to develop vide Commencement Certificate bearing no.CIDCO/ATPO(BP)/839 Dated.07.07.2010 a copy whereof is annexed hereto and marked increase "A".
- (15) The Builders have now commenced with the work of construction of proposed building to be known as "BHOOMI TRIVAS" upon the said Plot in accordance with the sanctioned plans or with such further revised / amended plan/s that will be sanctioned by the Corporation.
- (16) The Purchaser agree, confirms and authorizes, the Builders to make any such changes, additions, variations, alteration, amendments & modifications to the said building plans, specification as they may consider necessary or as may be required to be done/considered proper by CIDCO or any other incomplete body/authority provided that the Builders shall have obtain the proper conscious of the Purchaser in respect of such variations/modifications, alteration/amendment that may adversely affect the Purchaser's flattagereby agreed to be purchased/acquired by him/her/them as per the terms a purchase presents. The said plans and specifications will be kept at the office of the Builders for inspection;
- (17) The Developer is entering into separate Agreements with several other intended Purchaser/s in respect of the allotment/transfer of other Flats/Shops in the building to be constructed by the Builders on the said Plot;
- (18) In the meanwhile, the Purchaser herein has/have approached to the Builders for the purchase of a residential/commercial premises as suitable to his/her/their purpose. After mutual negotiations, the Builders have clarified their rights, title and other interests in respect of the said plot of land and the Purchaser hereby declare, admit and confirm to have clearly understood the rights, title, and interests of the Builders to said Plot and development project and also the formalities of transfer as laid down by the Corporation and other departments.

Japlon Groffs

concerned. The Builders have informed the Purchaser/s and the Purchaser/s is/are well aware that the Builders will develop the said Plot of land by constructing a building for permissible use with such modifications, amendments, rectifications and/or changes thereto as Builders may from time to time determine and as may be approved by the appropriate Authorities.

- (19) Prior to the execution hereof, the Purchaser demanded from the Builders and the Builders have given to the Purchaser inspection of all the documents of title relating to the said Plot, and the plans, designs and Specifications prepared by the "ARCHITECTS" and the Structural Engineer and of all such other documents as are specified under the Maharashtra Outfership Latter (Red Button of Promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinalter referred to as "THE MOFA ACT") and the rules made those under;
- (20) The Report of Search and Title Date.26.06.2010 issued by Advocate Mr. Viraj Vishwambharlal Sharma, having his office address at 201, Bawa Tower, Plot No. 78 & 79, Sector -17, Vashi, Navi Mumbai 400 703 has been seen and inspected by the Purchaser and a copy thereof has been annexed hereto and marked as Annexure "B".
- After the said inspection, the Purchaser hereby declare and admit that heather are fully satisfied about the rights, title and interests of the heriders to the said. Plot and about the right to construct the proposed building on said Plot. By virtue of this Agreement, the Purchaser has/have accepted the title in respect of the said Plot as clear and marketible and tree from all encumbrances of whatsoever and also confirm other rinterior ting right to construct/develop the said Plot of the Builders over the said Plot. The Purchaser hereby declare, admit and undertake that he/she/they shall raise no objection, opposition, complaint, dispute or difference of any kind in this behalf hereinafter and further indemnifies and keep the Builders well indemnified at all times in future in this regard;
- (22) The Purchaser hereby also agree, declare and confirm to have inspected the existing scheme of construction on the basis of layout plan, designs and specifications prepared by Architect on the said Plot and Purchaser do hereby agree and give their categorical free consent with regard to the existing plan in which he/she / they has/have purchased the premises;

Roghov Grupto -

Wing of the building to be known as "BHOOMI TRIVAS" on Plot No. 9 at Sector-34-C, Kharghar, Tal. Panvel, Dist. Raigad (more particularly described

in the Schedule-II written hereunder);

Relying upon the said Application, the Builders agreed to allot/sell/transfer the said premise i.e. Flat/Shop No.1204 admeasuring about \$2.870 sq. mtrs. Carpet area, together with the proportionate interest in the common aleas and premise appurtenant thereto, on the 12th Floor, in "A" Wing of the building to be known as 'BHOOMI TRIVAS' (hereinafter referred to as the said Building) to be constructed by the Builders on the said Plot and shown on the typical floorplan annexed hereto and marked as Annexure "C" and thereon shown surrounded by red color boundary lines and more particularly described in the Schedule – II hereunder written (hereinafter referred to as 'THE SAID FLAT/Shop') at a total price consideration of Rs.42,50,000/- (RUPEES FORTY TWO LACS FIFTY THOUSAND ONLY) and on the terms and conditions hereinafter appearing;

them i.e. Flat/shop No.1204 admeasuring about 52.870 sq. mtrs. Carpet area on the 12th Floor in "A" Wing of the building to be known as 'BHOOMI TRIVAS', together with the proportionate interest in the common areas, and facilities appurtenant thereto, at the total consideration of Rs.42:50:000/-vi/(RUPEES FORTY TWO LACS FIFTY THOUSAND Organic and prior to the execution of these presents the Purchaser has paid to the Builders are thought payment of the sale price of the Flat/Shop No.A/1204 agreed to be sale by the Builders to the Purchaser and the Purchaser has agreed to pay to the Builders the balance of Sale Price in the manner hereinafter appearing;

(26) It is agreed that the said sale price is exclusive of all the deposits, stamp duty, service tax, VAT, registration fees, legal charges, Society Formation/Registration charges and all the cost and expenses to be incurred in connection with the conveyance of the said Plot/building to the Society etc.;

Rophu Givito.

(27) Under Section 4 of the Maharashtra Ownership Flats Act, 1963, the Builder is required to execute a written Agreement for Sale of the flat to the Flat/Shop purchasers being in fact, these presents and also to register the said Agreement funder the Registration Act.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, UNDERSTOOD AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:—

- The Builders shall construct in a phased manner or otherwise a residential-cumcommercial building/s to be known as 'BHOOMI TRIV'S' comprising of
 Ground and Thirteen (13) Upper Floors with open & stilt perking spaces upon
 the plot of land bearing Plot No.9 admeasuring about 2299198 Square Vietres or
 thereabouts situated and lying at Sector 34 C, owe-Kharghar or kika Panvel
 and District Raigad under 12.5% Gaothan Expansion Scheme and within the
 registration district and sub district of Sub-Registrar of Assurances,
 Panvel/Raigad in accordance with the plans, designs, specifications etc.
 sanctioned by the Corporation which had been seen and approved by the
 Purchaser with such variations and modifications as the Builders may consider
 necessary or as may be required by concerned local authority/town planning
 authority/Government to be made in them or any of them.
 - The Purchaser has agreed to purchase from the Builders and the Builders have agreed to sell a residential/commercial premises bearing Plattop Co. 1204 admeasuring 52.870 Sq.mtrs. carpet area on 12th Floor (Sq.mtrs) together with the undivided common areas and facilities apparenant together building named "BHOOMI TRIVAS" comprising of Ground and Fhirteeness.) Upper Floors to be constructed by the Builders on the said plot of land far will price consideration of Rs.42.50,000/- (RUPEES FORTY TWO LACS PIETY THOUSAND ONLY) and upon the terms and conditions appearing hereinafter (hereinafter the said Flat together with the amenities and undivided common areas and facilities appurtenant thereto are jointly referred as "Said Premises" and more particularly described in the Schedule II hereto and the copy of plans and specifications of said premises as well as list of amenities to be provided in the said Flat and list of common areas and facilities appurtenant to the said premises are annexed hereto and marked as Annexure "C", Annexure "D" and Annexure "E" respectively.)

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On or before the execution of these presents, the Purchaser/s has/have paid to the Builders a sum of Rs.8,00,000/- (RUPEES EIGHT LACS ONLY) being the earnest money towards the sale price which the Builder duly acknowledges of having received the same from the Purchaser/s.

The Purchaser hereby agree/s and undertakes/s to pay to the Builders the balance Amount of the Sale Price of Rs.34,50,000/- (RUPEES THIRTY FOUR LACS FIFTY THOUSAND ONLY) in the following manner:

- a) Rs.4,25,000/- being 10 % of total consideration at the time of booking.
- b) Rs.4,25,000/- being 10 % of total consideration on commencement of Work.
- c) Rs.6,37,500/- being 15 % of total consideration on commencement of Plinth.
- d) Rs.3,82,500/- being 9 % of total consideration on commencement of 17 Stab
- e) Rs. 3,82,500/- being 9 % of total consideration on commencement of 3
- f) Rs. 3,82,500/- being 9 % of total consideration on commencement of 5 sia g) Rs. 3,82,500/- being 9 % of total consideration on commencement of 5 sia
- h) Rs. 3,82,500/- being 9 % of total consideration on commencement of 9 % SI
- i) Rs. 3,40,000/- being 8 % of total consideration on commencement of 11th Slab.
- j) Rs. 2,97,500/- being 7 % of total consideration on commencement of 13th Slab.
- k) Rs. 1,27.500/-being 3% of total consideration on commencement of Brick work,

 Plastering & Plumbing Work.

l) Rs. 85,000/- being 2% of total consideration at the time of building ready for possession.

Timely payment in accordance with the payment schedule the contract.

The Purchaser hereby confirms that the Lump Sum price payable included the said premises hereunder is excluding of the maintenance charges, stamp duty & registration charges, water & electricity connection charges, treats beed transfer fees (if any), taxes, cesses, etc. as may be levied by Corporation, and other amounts payable by Purchaser that will become payable as specifically provided in this Agreement. The Purchaser hereby agree/s and undertake/s to pay all the installments amounts towards the price consideration as mentioned hereinabove as well as all the amounts that will become due to be paid towards development, maintenance charges and other charges, outgoings, etc. on or before the due dates without fail and without delay / default. The Purchaser /s hereby indemnify and agree to keep the Builders fully indemnified and save and harmless, at all times hereinafter against installment payments, charges and expenses or any other liabilities whatsoever imposed which remain due and payable by Purchaser pursuant to this Agreement and/or by reason or by virtue

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of the non-performance and non-observance of the terms and conditions and/or due to false representations/declarations, etc. made in this Agreement, covenants and provisions hereof.

It is expressly clarified, agreed and understood between the parties hereto that agreed total price consideration as stated herein above as well as other amounts, costs, charges, taxes, VAT, service taxes, outgoings, cic payable by the furchaser's as provided hereunder. Whether the l'ulchaser is any bank or financial institution for not, the Purchaser have unconditionally agreed to pay all the above installments due within a familiar to pay interest @ 24% per annum till the realization of each prejudice to their and charging of interest on delayed payment shall be without prejudice to their and charging of interest on delayed payment shall be without prejudice to their other rights and remedies available under Law.

In addition to the Purchasers' liabilities to pay the interest charges as mentioned herein above, the Purchaser shall also liable to pay and reimburse to the Builders all the costs, charges and expenses whatsoever which are borne, paid and/or incurred by the Builders for the purpose of enforcing payments and recovering from the Purchaser any amountles or due/s whatsoever payable the producer and amountles or due/s whatsoever payable the present this Agreement.

It is agreed that the said premises shall contain specifications, fixtures and amounties as set out in the List of Amonities being Annexure. "D" hereunder written and the Purchaser confirms that the Builders shall not befine or provide any other specifications, fixtures and amenities in the said Building or the said Premises. It is further agreed that the Purchaser shall be entitled to use and occupy all the amenities and specifications attached to the said Premises more clearly described in the List of the amenities and specifications attached to the said Premises in Annexure "D".

It is agreed that the Purchaser shall be entitled on pro rata basis to the limited common areas and facilities along with the said Premises and nature, extent and description of such common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Annexure "E" hereunder written.

The Builders hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by

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the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said Premises to the Purchaser, the Builders shall obtain from the concerned local authority occupation and/or completion certificate in respect of the said Premises.

- The Purchaser has/have expressly AGREED, CONFIRMED, UNDERSTOOD and RECORDED that:-
 - A] All the title records, documents and right of Builders to develop the said Plot have been furnished by the Builders for examination and inspection before execution hereof and after having examined and inspection before Purchaser hereby declare that he/they are fully satisfied with the rights, title and interests of Builders to the said Plot and after being completely call she the purchaser has/have with free consent have agreed to enter into these presents.
 - B] The Plans, Designs and Specifications for the construction of the said Building/s as presently approved and sanctioned by the concerned Authority are for ground plus Thirteen (13) upper floors/storey comprising of wings which shall be constructed by utilizing existing Floor Space Index (FSI) available in respect of the said Plot and these plans, designs and specifications have been examined and inspected by the Purchaser who hereby acknowledge and confirms the same
 - C) The Builders hereby declare that they are developing the said the accordance with the sanctioned plans and the same will be utilized on the said flow lone and not elsewhere. The Builders have also declared that no pant of the said will be utilized by the Builders elsewhere for any purpose whatsoever.
 - The Corporation has sanctioned the user of the said Building for residential-cum-commercial purpose. The Purchaser shall use the said Premises or any part thereof or permit the same to be occupied and used only for the purpose it is meant for or for such other purpose that may be permitted by the concerned local authority and not to change the user of the said premises. The Purchaser shall use the parking space, if any, allotted to him/them along with the said Premises for the purpose of keeping or parking his/their own vehicle. The Purchaser shall not use the said premises for any such purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring premises nor for any illegal or immoral purpose.
- 9. [A] Without prejudice to whatever stated herein above, if the Purchaser commits delay/default in payments of any of the installments of consideration or any

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other payments to be made under this agreement on the respective due dates (including his/her proportionate share of taxes, levies, cess, etc.) and/or in observance and performance of any of the terms or conditions of this agreement, the Builders shall be entitled on its sole option to cancel and terminate this Agreement in which event the Builders shall be entitled to forfeit reasonable amount from the part consideration paid by the Purchaser to the Builders till such date as per the terms hereof and refund the amount to the Purchaser after deduction there from the sum/s towards the compensation in respect of the loss/es, damages caused to and/or suffered by the Builders on account of the said breach of the Purchaser.

PROVIDED that the power of termination hereinadays contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser Fifteen days prior written notice at the address mentioned in Clause 28 of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement and the Purchaser have failed to remediate such breach/s within a stipulated time period (not more than 15 days) after receipt of such Notice After the lapse of stipulated time period of the Notice of breach, the Builders shall be at liberty to dispose off and otherwise sell the said Premises to such person or party and at such price and on such terms and conditions as the Builders may in their sole and absolute discretion think fit and trubbers.

- [B] Upon termination of this Agreement in any of above predictions and the Builders shall refund to the Purchaser the reasonable amount from the payments of price consideration made by the Purchasers till date of the remination (but without any additions by way of interests, compensations, damages of otherwise), after deducting there-from the charges due and payeble functor the previous clause, towards the administrative expenses, out of pocket expenses, the amount of loss / damages suffered by the Builders on sale of the said Premises to the third person and any of the amounts which may be due or payable by the Purchaser hereof. It is agreed and confirmed between parties hereto that the Builders shall not be liable to pay to the Purchaser any interest on the refunded amount if any.
- [C] In the event if the Purchaser surrenders his/her/their said premises for any reason/s whatsoever then the Builders shall be entitled to forfeit reasonable amount as they may think fit from the total price consideration agreed hereof and shall also be entitled to deduct from the deposits/payments made by Purchaser hereof, the financial charges and costs payable till date of such

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surrender and costs & damages suffered by Builders in respect of the said premises on occasion of the said surrender. The Balance amounts (i.e. after aforesaid deductions) shall be refunded by the Builders to Purchaser but without additions by way of interests, costs, compensation, damages and/or claim of whatsoever nature. The Purchaser hereby agrees and undertakes to sign and execute cancellation agreement/deed, declaration, consent, NOC, receipt, and/or such other writings as may be required by the Builders in pursuance of the said surrender. Until said execution of cancellation documents to the satisfaction of the Builders, the Builders can withhold the refund amounts agreed to be paid to Purchaser against the aforesaid surrender of premises. The Purchaser specifically agree, admit and confirm to this and further decrease undertake that he/they shall not object or complaint in this behalf.

- [D]After such termination of this Agreement, the refund of aforesaid amount after deductions (provided that sending of cheque by Registered Post, Courrier or Under Certificate of Posting shall also amount to refund of the said amount whether Purchaser en-cashes the said cheque or not) as stated above, none of the parties shall have any claim or demand of whatsoever nature against each other arising from this Agreement and the Purchaser herein shall NOT be entitled to raise any objection, dispute, complaint or opposition of whatsoever nature in this behalf at any time in future. The Purchaser hereby agrees to indemnify and agree to keep the Builders fully indemnified and save and language in future in this regard.
- [E] However the rights given under this clause to the Bullders state prejudice to any other rights, remedies and claims whatsoever available Builders against the Purchaser under LAW.
- Subject to the Purchaser making full payment of the price of the said premises and all other amounts payable by him/them to the Builders under this Agreement the Builders shall give possession of the said Premises to the Purchaser on or before 36 months (Thirty Six months) from the date hereof.

PROVIDED that the Builders shall be entitled to the reasonable extension of time for giving delivery of said Premises on the aforesaid date if the completion of building in which the Premises is to be situated is delayed on account of reasons beyond their control and of their agents including:

(i) Non-availability of steel, cement or other building materials, water or electric supply;



- (ii) War (national or war between other nations or group), civil commotion, strikes, natural ealamities or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect directly or indirectly to the date of offer of possession;
- (iii) Any notice, order, rule, notification and/or delayed permission of the Government and/or other public body or authority or any other competent authority or Court or Tribunal or Forum or any quasi-judicial body or authority;
- (iv) Force Majeure circumstances or conditions, or causes beyond the control of or unforeseen by the Builders including strikes, lockouts or other agitation by the workers, employees or labourers of the Builders of the Control suppliers or changes in law (State or Central) and other reasons or causes (not limited to the reasons or causes mentioned above) which was prevent, restrict Centrals or interfere with the development of the said land and/or construction of the said building thereon.
- (v) Non payments of the amounts by the Purchaser on due dates as agreed hereto.
- (vi) Delay in issue of occupation certificate and/or building completion certificate and/or any other certificate as may be required in respect of the said building by the Corporation or any other authority concerned.
- (vii) Any other reasons beyond their control.
- The Purchaser shall take possession of the said premises with 11. of the Builders giving written notice to the Purchaser unfine ting of premises is ready for use and occupation and upontative Purchaser taking possession of the said premises. At the time of taking over possession of the said premises, the Purchaser shall be entitled to verify and get satisfied/ensured about all the fixtures, fittings, design, amenities and specifications provided in the said premises are as per this Agreement for Sale and upon taking possession the Purchaser has/have been satisfied about the specifications and amenities provided in the said premises as per this Agreement for Sale and shall not put any claim, dispute, objection or difference against the Builders as regards the quality, quantity of building materials used for construction of the said premises or of the said building/s in which the said premises is located or the nature of construction or location or the design or specifications of the said premises or of the said building in which the said Premises is located. Upon possession of the said Flat being delivered to the Purchasers, he/she/they shall be entitled to occupation of the said Flat and shall have no claim against the Builders in respect of said Flat.

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- 12. The Builders shall deliver the possession as aforesaid provided all the amounts due under this Agreement and otherwise are paid up by the Purchaser to the Builders and all necessary papers for possession or to be given to various authorities or as are required by the Builders are duly filled in, signed, executed and delivered by the Purchaser on or before taking possession.
- 13. The Purchaser along with other purchasers of Flats/Shops in the said building/s shall join in forming and registering a do-onerative society Maharashtra Co-op. Societies Act 1960 or a Hmited compliny under the Companies Act 1956 or a condominium of apartment ganger mader the Maharashtra Apartment Ownership Act 1970 and for this purpose, the Purchaser agree and undertake to sign and execute Pvarious applications, forms, declarations, NOCs, writings, etc. from time to time for membership, formation and/or registration of such co-operative society or limited company or condominium of apartment owners. The Purchaser admit and undertake to sign & execute all the requisite documents and writings for membership, including the bye-laws of the proposed co-operative society and return to the same to the Builders within seven days of the same being forwarded by the Builders to the Purchaser so as to enable the Builders to register any of aforesaid organization of the Purchasers under Section 10 of the Maharashtra Ownership Flats. (Regulation of the Promotion of Construction, Sale, Management and Trust Act, 1963. No Objection shall be taken by the Purchaser any cl modifications are made in the draft bye-laws or the Memorandum and the Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority as the case may be. Provided if the Owner and Bullders submit the said plot and the said building/s thereon to provisions of Maharashtra Apartment Ownership Act 1970 (which Builders shall be at liberty to do) then the Owner and Purchaser shall execute and register necessary declaration/s as prescribed under the said Act and the owner and Builders shall execute a deed of apartment in favour of Purchaser/s of the said Premises which will be registered as provided in law.

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- In the event of Co-operative Society being formed and registered before the sale and disposal by the Builders of all the Flats car parking spaces in the said building, the power and authority of the Co-operative Society so formed or so registered shall be subject to over all control of the Builders in respect of any of the matters concerning the said unsold Flats and all amenities pertaining to the same and in particular the Builders shall have absolute authority and control as regards the disposal of the unsold Flats/Shops etc. at any stage and to receive and appropriate the sale prices in respect thereof and all PURCHASER of such unsold Flats /Shops etc. will be admitted as members of the Co-operative Society with the same rights and same benefits and subject to the co-operative society with the same rights and same benefits and subject to the co-operative society without raising any objection whatseever and the PURCHASER will consent to admission without raising any objection whatseever and the PURCHASER will consent to admission without raising any objection whatseever and the PURCHASER will consent to admission without raising any objection whatseever and Flats/Shops which shall be under the control and management of the Builders alone.
- The Purchaser shall have no claim against the Builders save and except in respect of the said flat/shop hereby agreed to be sold so that all the open spaces, parking spaces, lobbies, staircases, lifts, unattached adjacent terraces etc., wiil remain as the property of the Builders until the whole property in transferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of the property intransferred to the Society notwithstanding the vesting of
- The Builders hereby agree and confirm that before handing over the possession of the said premises to the Purchaser and/or in any event before execution of the Lease Deed/Conveyance/Transfer of the said Plot along with proposed "BHOOMI TRIVAS" building in favour of the said organization, they shall make full and true disclosure of the nature of Owners' title to the said Plot as well as encumbrances, if any, including any right, title or interest over the said Plot and the buildings to be constructed thereon and the Builders as far as practicable, ensure that the Builders convey and transfer clear and marketable title on the date of execution of the Lease Deed or Conveyance Deed or any

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instrument of Transfer of the said Plot along with buildings, structures thereon in favour of said organization.

17. The Builder hereby declares that the Floor Space Index available in respect of the said Plot is 1.5 only and that no part of the said floor space index has been utilized by the Builders elsewhere for any purpose whatsoever. The residual F.A.R. (F.S.I.) in the Plot or the layout not consumed will be available to the Builders till the Conveyance to the Co-operative Society and the Purchaser/s shall not have any right, title, demand, interest, claim and benefit of whatsoever nature and kind in respect thereof. The Purchaser undertakes to sign and execute such declaration consent paper, or wriging as may be required by the Builders to confirm the aforesaid rights of the Builders to said F.S.I.'s and other incidental/consequential benefits.

18.

From the date the Purchaser is allowed to decupy the sand premises or commencing a week after notice in writing is given by the Builders to the Purchaser that the said premises is ready for use and occupation (whichever is earlier), the Purchaser shall be irrespective of the fact as to whether he/they actually took possession or not liable to bear and pay to the Builders his/their proportionate share (i.e. in proportion to the floor area of the said premises) of the outgoings in respect of the said premises, the said building/s including local taxes, betterment charges, N.A. taxes, cess, maintenance charges or such other taxes levied by the concerned local authority and/or Government avater charges, (including that for supply by water tankers and/or by bottles) its common lights, repairs, salaries of clerks, bill edilectors echowkids accounting charges, and such other expenses in cressal willed incidental to the administration, management and maintenance of the said flat and the said building/s. Until the co-operative society or limited company or condominium of apartment owners is formed and registered and the said building and the said Plot is transferred to such co-operative society or limited company or condominium of apartment owners as the case may be, the Builders shall have overall authority and power to maintain the said building and manage affairs thereof. The Purchaser shall pay to the Builders his proportionate share of the maintenance charges and other taxes and outgoings as may be determined by the Builders. The Purchaser agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Builders the provisional monthly contribution towards such outgoings and taxes as required to be paid by the Purchaser to the Builders. The Purchaser undertakes to pay such provisional monthly contribution of a sum of Rs.4,400/- (RUPEES FOUR THOUSAND FOUR HUNDRED ONLY) and such proportionate share of outgoings and charges regularly on or before the fifth day of each and every month in advance and Kagtor Groft



shall not withhold the same for any reason whatsoever. The amounts so paid by the Purchaser to the Builders shall not carry any interest and remain with the Builders until an Assignment of Lease is executed in favour of the Society/ Limited Company as aforesaid. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. Subject to the provisions of section 6 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 on such lease deed, conveyance or other necessary documents of transfer being extended To aforesaid deposits (less deductions provided for in this agreement) shall be pare over by the Builders to such co-operative society or limited company condominium of apartment owners as the case may be and if any/shortfall arise then Purchaser and/or such organization shall be individually and collectively liable to pay to the Builders such amount as may be determined by the Builders at their sole discretion.

- The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Builders an amount of Rs.52,800/- (RUPEES FIFTY TWO THOUSAND EIGHT HUNDRED ONLY) proportion to the proportion of the said premises and the proportion of the said premises and the proportionate share of taxes and other charges. The Purchaser shall draw all the cheques, drafts, pay orders in respect of the above outgoing. Spirible by him/her/them to the Builders in the name and style of M/s.Sakshi Home Trades Pvt. Ltd.A/c. BHOOMI TRIVAS.
- 20. The Purchaser for himself with intention to bind all persons unto whosoever's hands the said Premises may come doth hereby covenant with the Builders as follows:
 - a. To maintain the said Premises at the Purchaser's own cost in good and tenantable repair and conditions from the date on which possession of the said premises is taken and shall not do or suffered to be done anything in or to the said building, it's staircase or it's passages which may be against the rules, regulations or byelaws of the concerned local or any other authority or change or alter or make addition in or to the said building in which the said premises is situated and the said premises itself or any part thereof.

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- b. Not to store in the said premises any goods which may be of hazardous, combustible or dangerous nature or which are so heavy as to damage the construction or structure of the said building or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried any heavy packages which may damage or is likely to damage the staircase, common passages or any other structures of the buildings including it's entrances. In case any damage is caused to the said building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breaches.
- c. To carry out at his own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which if was delivered by the Builders to the Purchaser and shall not do or suffer to be done anything in or to the building or the said Premises which may contravene the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said Premises of any part therefore nor at any time make or cause to be made any addition scalar ation whatsoever nature in or to the said Premises or any part thereof the any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewers, drains, pipes of the said Premises and appurtenances thereto in good and tenantable repairs and conditions make in particular so as to support, shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members of the said Premises without the prior written permission of the Builders and/or the co-operative society or limited company or condominium of apartment owners as the case may be.
- e. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Plot and the said Building.
- f. Pay to the Builders within 7 days of demand by the Builders, his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the said buildings.

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h. The Purchaser shall pay the increased property tax along with his/her/their proportionate share in the property tax which will be increased entanced if he/she/they let, sub-let, transfer, assign or part with the interest or penel tunder this Agreement or part with the possession of the said Puemises to any third party.

i. The Purchaser shall observe and perform all the rules and regulations which the co-operative society or the limited company or condominium of apartment owners as the case may be may adopt at it's inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the buildings and premises therein and for the observance and performance of the building rules, regulations and the formulation of the time being of the concerned local authority and of Gracing and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the co-operative society or all the stipulations and use of the said down by the case may be regarding the grampation and use of the said Premises in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

j. Till the Lease Deed-conveyance or any other document of transfer of the said Plot with the building thereon is executed in favour of the co-operative society or limited company or condominium of apartment owners as the case may be the Purchaser shall permit the Builders and their surveyors and agents with or exithout workmen and others, at all reasonable times, to enter into and upon the said Premises, the said building and the said Plot or any part thereof to view and examine the state and conditions thereof as also for making, maintaining, repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order and good condition the infrastructural facilities as also services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to or serving the said Premises or the building in which said Premises is located and for the purpose of laying down, maintaining,

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repairing, testing, drainage lines, water pipes and electric wires and for similar purposes.

- k. Purchaser shall not use the said Flat/shop for any immoral and/or illegal purpose and/or carry out any activities or things which are in contravention of the provisions of any prevailing law and/or which renders the same illegal and immoral and/or against the public policy, health and bonafide.
- I. The Purchasers of the commercial premises shall not use the said premises for the purpose/s of Flour Mill, Chicken/Mutton Shop (Butcher Shop). Ladies dancing Bar and clubs, any business in nature of gambling vides gambarlour etc. However, such purchaser/s may use the said commercial premises i.e. Shop. Office, etc. for the purpose/s of Restaurant, Wine Shop, Recreation Club after the prior written consent of the Builders or the Organization/s of the Flat/Shop Purchasers i.e. Society, Company.
- 21. The Purghaser agree that the Builders will not be held liable or responsible to render the account/s of any of the deposits, and/or other amounts required to be paid by the Purchaser to the Builders under this Agreement and that the Builders shall utilize the said amount/s for the purpose for which such amounts have been paid.
- 22. The Purchaser shall be bound to sign, execute and deliver all decuments deeds, writings, forms and papers and to do all other things, as the Builders may require him to do from time to time in this behalf for safeguarding the interest of the said Plot and the said building and other premises and the persons acquiring the other Premises and for effectively carrying out the provisions of this Agreement.
- All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser.
- 24. At least 15 days prior to the time of registration of the lease deed, conveyance or way other documents or instruments of transfer of the said Plot and the building thereon, the Purchaser shall pay to the Builders the Purchaser's share of stamp duty and registration charges and all other costs of and incidental thereto payable, if any, by the co-operative society or limited company or condominium of apartment owners as the case may be on the lease deed, deed of assignment conveyance or any document or instrument of transfer of the said Plot and the

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buildings thereon to be executed in favour of the co-operative society or limited company or condominium of apartment owners as the case may be.

- 25. The Purchaser and the persons to whom said Premises is permitted to be transferred with the written consent of the Builders shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the cooperative society or limited company or condominium of apartment owners as the case may be as and when registered and the additions, alterations, or amendments thereof and shall also observe and carry out the bridging rules and regulations and the bye-laws for the time being of the Corporation and other local and/or public bodies. The Purchaser and persons to whom said Premises is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or limited company or condominium of apartment owners as the case may be regarding occupation and use of said Premises and said Plot and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings.
- 26. The Advocates and Solicitors of the Builders shall prepare and/or approve the lease deed or conveyance and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or in Corporation of the co-operative society or limited company or condominium of apartment owners as the case may be costs, charges and expenses in connection with the preparation and execution of the lease deed/s, conveyance/s and other documents in pursuance of this agreement and the formation registration or incorporation of the operative society of limited company or condominium of apartment owners as the case may be, shall be borne and shared and paid by all the purchasers of the premises in the said. Plot in proportion to the respective area of their respective premises in the said. Plot in proportion to the respective area of their respective premises in the said owners comprising of the Purchasers of the Flats/Shops and other premises as the members thereof.
- 27. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Builders.



28. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectively discharge the Builders if sent to the Purchaser under Certificate of Posting at the address specified below;

MR.RAGHAV GUPTA,

101,SUYOG HEIGHTS,PLOT NO.41,SECTOR-8,KOPARKHEIRANE, NAVI MUMBAI.400 709.

The Builders may at their discretion serve such notices and letters by way of

R.P.A.D, Speed Post, Courier, U.C.P., FAX or E-MAIL where available.

- 29. Nothing contained in this Agreement is intended to be nor shall it be constructed as a grant, demise or assignment as per law of the said Propises or of the said Plot and building or any part thereof. The Rurchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces lobbies, staircases, unattached adjacent terraces, recreation spaces etc., will remain the property of the Builders until the said Plot and building is transferred to the Society/Limited Company as hereinabove mentioned.
- 30. The Builders shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement shall have a first lien and charge on the said Premises agreed to be purchased by the Purchased hereto.
- The Purchaser hereby expressly agrees and covenants with the Builders that in the event of the buildings on the said Plot being not ready for a compation simultaneously and in the event of the Builders at the request and insistence of the Purchaser offering possession of the said Premises to the Purchaser than completing the buildings on the said Plot then and in that event the Purchaser shall have no objection to the Builders completing the construction of the balance portion of the building on the said Plot without any interference or objection by the Purchaser. The Purchaser further confirms that he shall not object or dispute construction of the balance portion of the building by the Builders on the ground of nuisance, annoyance or any other ground or reason and the Builders shall be entitled to construct and complete such balance portion of the said building on the said Plot as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

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- If any Sales Tax/VAT/ Service Tax is applicable in respect of the said Premises is payable or any liability on that account arises on execution of these presents, the same shall be borne and paid by the Purchaser alone and Builders shall not be liable to contribute anything on that account. In the event of any such tax or liability in respect of this Agreement and/or the said Premises being paid by the Builders, the Purchasers shall reimburse the same to the Builders within Seven(7) days of the demand in that behalf being made by the Builders. The Purchaser specifically agree and undertake to make payments of VAT, Taxes, Common Area Maintenance charges and such other charges as and when the Builders demands without any delay or default or otherwise the Purchaser shall be liable and responsible to pay financial charges @ 1200 per front defaulted/ delayed paymen's until the realization of the said amounts and in the event the Purchaser neglects or fails to pay his office and in a relief of the pullers shall be entitled to withhold the possession of the said premises to Purchaser unless and until all the dues pertaining to the said premises is paid /discharged by the Purchaser. The Purchaser hereby indemnifies and keep the Builders indemnified at all times hereinafter in this behalf.
- 33. The Purchaser hereby agree, admit and confirm that NO terms, conditions, particulars, information or data whether oral or written or otherwise given or made or represented, including those contained / given in any ideas cent or brochure, by the Builders and/or its Agents to the Pauchaser and/or his provisions and coverants contained or incorporated in this agreement either expressly or impliedly of law, shall be deemed to form part of this agreement or to have made the Purchaser to enter into this Agreement. With execution of this Agreement, the terms, conditions and amenities as set out in the brochure will be superseded by the terms as contained in this agreement and the covenants agreed hereof will finally bind both the parties hereafter.
- 34. This agreement shall always be subject to

Roylor Groots

- (a)the terms of the said Agreement to Lease and also the Lease to be granted by the Corporation and the Rules and Regulations, if any, made by the Corporation and/or Government-of Maharashtra and/or other authority;
- (b) the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under or any amendment there in or re-enactment thereof for the time being in force or any other provisions of law applicable from time to



SCHEDULE-I ABOVE REFERRED TO

DESCRIPTION OF LAND

ALL that piece or parcel of land bearing Plot No.9 lying and being at Sector-34C, Owe Kharghar, Taluka Panvel, Dist. Raigad under 12.5% Gaothan Expansion Scheme situate within the municipal limits of Navi Mumbai Municipal Corporation and comparation and admeasurement 2299.98 Sq. Mtrs. or thereabouts and bounded as

THAT IS TO SAY:

ON THE NORTH BY: Plot No.8

ON THE SOUTH BY: Road

ON THE EAST BY: Plot No.10

ON THE WEST BY : Road



SCHEDULE-II OF FLAT/SHOP

Flat/Slyop No.1204 admeasuring about 52.870 sq. mtrs. Carpet area, on the 12th Floor, together with the proportionate interest in the common areas and facilities appurtenant thereto, in "A" Wing of the building named "BHOOMI TRIVAS" on Plot No.9 at Sector-34C, Owe Kharghar, Taluka Panvel, Dist. Raigad, comprising of Two bedroom + one hall + one kitchen + two bathroom (with WC). Ray how Gropto

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED by the WITHIN NAMED 'BUILDERS')

SAKSHI HOME TRADES PRIVATE LIMITED).

through its Director/ Authorized Signatory)

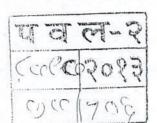
SHRI. VINOD MANGALDAS BHANUSHALI)

In the presence of

SAMEER S. MHARKAR MUDDAY. S. KHISTE



(Mumuliali



SIGNED AND DELIVERED by the WITHIN NAMED PURCHASER MR.RAGHAY GUPTA,

Koslov Grople

In the presence of

SAMEERS MHASKAR 30 L UDAY S KHISTE





RECEIPT

RECEIVED the sum of Rs.8,00,000/- (RUPEES EIGHT LACS ONLY) from MR.RAGHAV GUPTA, the Purchaser/s, being advance and part payment of the sale price from the purchase of Flat/Shop No.1204 admeasuring about 52.870 sq. mtrs. Carpet area, on the 12th floor in "A" Wing together with the undivided common areas and facilities appurtenant thereto, in building named "BHOOM FRICAS" on the No.9 at Sector-34C, Owe-Kharghar, Tal. Panvel & Dist.Raigad as agreed

MODE OF PAYMENT:-

436009

DATE CQ. NO.

23.1213

BANK NAME

Dena Bank.

AMOUNT

8,00,000/-



for and on behalf of

M/S SAKSHI HOME TRADES PVT.LTD.

1) Proban D. Pota &

ANNEXURE "D"

LIST OF AMENITIES

Flooring:

Vitrified tiled flooring in entire flat.

Electrical:

- Concealed electric copper wiring with adequate electric points
- Circuit breaker for safety,

Plumbing in bathroom & toilets:

Concealed plumbing with quality sanitary ware fittings & Ceramic tiles.

Kitchen:

Granite Kitchen Platform with S.S.Sink and glazed luster tiles of dado above platform

Other Amenities:

Powder coated/anodized aluminium sliding windows with attractive main door decorative fittings.

French windows in entire flat

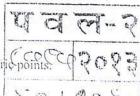
P.O.P / Putty finished walls with luster/acrylic emulsion paints in

Laminated internal doors with decorative fittings.

Loyhow Giste

Internet point & telephone point in living room & bedrooms.

100% acrylic external paint.



सामग्रेम जयते

ANNEXURE "E"

LIST OF COMMON AREA FACILITIES

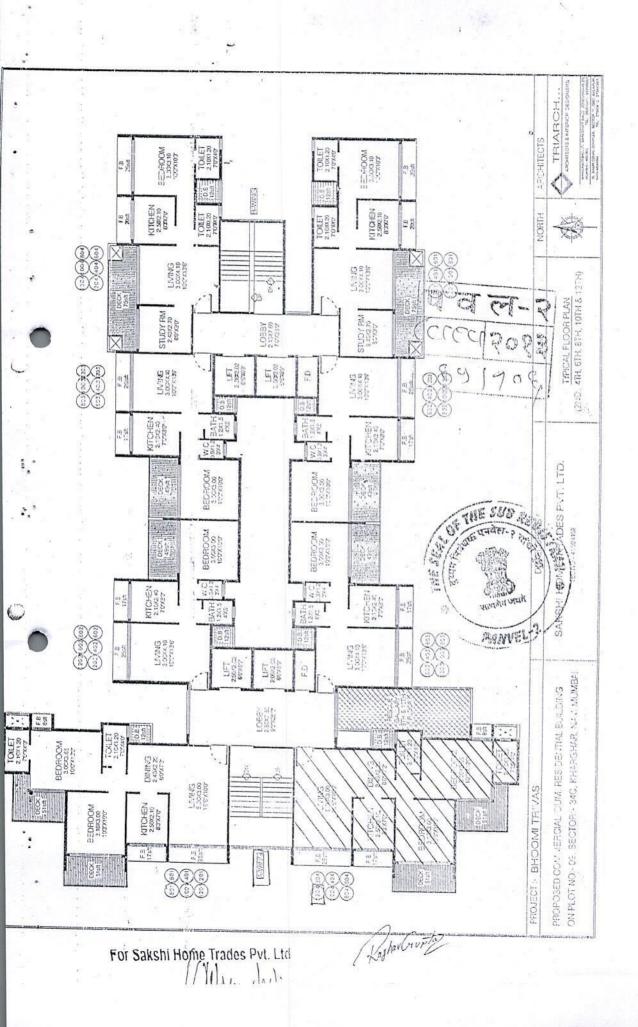
Pro-rata right along with all purchasers of premises in the said Plot in limited common areas and facilities i.e. to say:

- (1) Staircase
- (2) Staircase landing *
- (3) Grant Entrance Lobby
- (4) Latest technology Elevator
- (5) Fire fighting System
- (6) Power Back up for Elevators and Common Areas

Kaghir Girph







201, Bawa Tower, Plot No. 78 et 79, Sector-17, Vashi, Havi Kumbai-400 703. (Off): 66743205/40132040 Email: sharmaviraj@hotmail.com

TITLE CERTIFICATE TO WHOMSOEVER IT MAY CONCERN

Ref: All that Piece and Parcel of Land bearing Plot No. 09, admeasuring about 2299.98 Square Metres, situate at Sector 31C, Company Taluka - Panvel and District - Raigad, allotted under 12.5% Gaothan Expansion Scheme.

I have examined the Title of all that Piece and Parcel of Land bearing flot No. 09, admeasuring about 2299.98 Square Metres, situate at Sector 34C, Owe-Kharghar, Taluka - Panvel and District - Raigad, allotted under 12.5% Gaothan Expansion Scheme which stands in the name of M/s. SAKSHI HOME TRADES PRIVATE LIMITED represented through its Directors: (1) Mr. RAMESH L. GAJRA and (2) Mr. VINOD M. BHANUSHALI having Office address at Office No. 8, Salving Control of the Con

DEVOLUTION OF TITLE:

1. Whereas by an Allotment Letter dated 19.12.1997 issued by the CITY AND INDUSTRIAL DEVELOPMENT CORRORS the OF MAHARASHTRA LIMITED (therein referred to as "the Corporation") the Corporation has allotted all that Piece and Parcel of Land bearing Plot No. 09, admeasuring about 2299.98 Square Metres, situate at Sector 34C, Owe-Kharghar, Taluka - Panvel and District - Raigad, allotted under 12.5% Gaothan Expansion Scheme to Mr. M. YUNUS ABDUL KARIM PATEL (therein referred to as

Page 1 of 6

iraj Vishwambharlal Sharma B.Com, LLB. ADVOCATE TAGH COURT 201, Buwa-Tower, Plot No. 78 t Sector-17, Vashi, Navi-Alumbai (Off): 66743205 / 40132040 Email: sharnaviraj@hotmail.co

the Original Licensee) subject to the terms and conditions mentioned therein.

- Whereas by an Agreement to Lease dated-05.0 between the CITY AND INDUSTRIAL COLUMN CORPORATION OF MAHARASHTRA LIMITED, CORPORATION" of the ONE PART and Mr. M. YUNGS ABIBUL KARIM PATEL, the Original Licensee of the OTHER PART, the CORPORATION granted Licence in favour of the Original Licensee and agreed to grant a Lease for a term of 60 Years of all that Piece and Parcel of Land bearing Plot No. 09, admeasuring about 2299.98 Square Metres, situate at Sector 34Cyphology har, Taluka - Panvel and District - Raigad, allotted under Gaothan Expansion Scheme (hereinafter referred to as PLOT") in consideration of a premium of Rs. (2,57,600 TWO LAKHS FIFTY SEVEN THOUSAND SIX HUNDRED ON subject to the observance of the terms and conditions-mentioned therein. In pursuance of the said Agreement, the Original Licensee has paid the entire amount of prengum to the Corporation and the Corporation has handed over the vacant and peaceful physical possession of the said Plot to the Original Licensee, vide possession letter dated 24.12.1997.
- Whereas by a Tripartite Agreement dated 13.04.2005 duly registered at the office of Joint Sub Registrar of Panvel 2 under Receipt No. 3732 dated 13.04.2005 (Serial No. URAN 03733 2005) entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA

A.

Page 2 of 6

LIMITED (therein referred to as "the CORPORATION") of the FIRST PART and Mr. M. YUNUS ABDUL KARIM PATEL (therein referred to as the Original Licensee) of the SECOND PART and M/s. SMV CONSTRUCTIONS, a Partnership Firm registered under the Indian Partnership Act, 1932 represented through its Partners: (1) Mr. SHASHIKANT M. BHAMHERL, OF FIR. VADILAL K. VORA and (3) Mr. MUKESH R. BHATIA therein referred to as the New Licensees) of the THIRD PART, the Original Licensee has agreed to transfer, assign and convey all rights, cities interest and benefits in the said Flot to M/s. SMFV CONSTRUCTIONS subject to the terms and conditions mentioned therein. In pursuance of the said Tripartite Agreement, the Original Licensee has handed over the vacant and peaceful physical possession of the said Plot to the New Licensees.

Secretary of the second secretary with the second s

THE RESERVED TO SERVED THE PROPERTY OF THE PRO

- 4. Whereas by its Final Transfer Order bearing Ref. 110 CHOCO/ /Estate/ANA/12.5% /Kharghar/214(D)/2005/ dt. 10207.2005 tillo CORPORATION has transferred all leasehold not a title bearest and, benefits in the said Plot in favour and M/s 151 IV CONSTRUCTIONS.
- 5. Whereas by a Tripartite Agreement dated 13.06.2006 duly registered at the office of Joint Sub Registrar of PANVEL 3 under Receipt No. 4271 dated 13.06.2006 (Serial No. Panvel 3 04263 2006) entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA

Page 3 of 6

raj Vishwambharlal Sharma B.Com, C.C.B. ADVOCATE PAGIT COUNT

201, Bawa:Tower, Plot No. 78 L.7 Sector-17, Vashi, Navi Mumbai-401 (Off): 66743205 / 40132040 Email: sharmaviraj&hotmail.com

LIMITED (therein referred to as "the CORPORATION") of the FIRST PART and M/s. SMV CONSTRUCTIONS, a Partnership Firm registered under the Indian Partnership Acr through its Partners : (1) Mr. SHASHIKANT M. BHABHERA Mr. VADILAL K. VORA and (3) Mr. MUCHSHI TO THE (therein referred to as the New Licensees) of the SECOND and M/s. MAHAVIR ENTERPRISES & Propriet Asia (represented through its sole Proprietor : NARSINH CHAUDHARI (therein referred to as the Subsequent Mr. MAHESH New Licensee) of the THIRD PART, the New Licensees have agreed to transfer, assign and convey all rights, title, interest and benefits in the said Plot to M/s. MAHAVIR ENTERPRISES subject to the terms and conditions mentioned therein. In pursuance of the said Tripartite Agreement, the New Licensees Jane the vacant and peaceful physical possession of Subsequent New Licensec.

Whereas by its Final Transfer Order bearing Ref. No. CIDCO /Estate/NA/12.5%/Kharghar /214(D)/06 dated 14.06.2006WAVEL CORPORATION has transferred all leasehold rights, title, interest and benefits in the said Plot in favour of M/s. MAHAVIR ENTERPRISES.

Whereas by a Tripartite Agreement dated 26.05.2010 duly registered at the office of Joint Sub - Registrar of PANVEL - 2 under Receipt No. 5699 dated 26.05.2010 (Serial No. URAN - 05431 - 2010) entered into between the CITY AND INDUSTRIAL

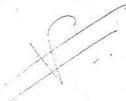
Page 4 of 6

iraj Vishwambharlal Sharma B.Com, CLB. ADVOCATE HAGH COURT

201, Bawa Tower, Plot 9/o, 78 of 79, Sector-17, Vashi, Navi Mumbai-400 703. (Off): 66743205 / 40132040 Email: sharmaviraj@hotmail.com

DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED (therein referred to as "the CORPORATION") of the FIRST PART and M/s. MAHAVIR Proprietorship Firm represented through its sole MAHESH NARSINH CHAUDHARI (therein television New Licensee) of the SECOND PART and M/s. SAKSHI HOME TRADES PRIVATE LIMITED represented through its (1) Mr. RAMESH L. GAJRA and (2) Mr. VINOD M. BHANUSHALI (therein referred to as the Subsequent New Licensees) of the THIRD PART, the New Licensee has agreed to transfer, assign and convey all rights, title, interest and benefits in the said Ploton M/s. SAKSHI HOME TRADES PRIVATE LIMITED subject to the terms and conditions mentioned therein. In pursuance of the said Tripartite Agreement, the New Lines handed over the vacant and peaceful physical post said Plot to the Subsequent New Licensees.

- 8. Whereas by its Final Transfer Order bearing Ref. No. Catalog / Estate/12.5% Scheme / Kharghar / 214D/2010 / dated 28:05.2010 the CORPORATION has transferred all leasehold right interest and benefits in the said Plot in favour of M/s. SAKSHI HOME TRADES PRIVATE LIMITED.
- On the basis of abovementioned Original documents produced for my reference, I do hereby certify that the Title of M/s. SAKSHI HOME TRADES PRIVATE LIMITED, in respect of Plot No. 09, admeasuring about 2299.98 Square Metres; situate at Sector 34C,



Page 5 of 6

iraj Vishwambharlal Sharma B.Com, LL.B. ADVOCATE HIGH COURT

201, Bawa Tower, Plot No. 78 L Sector-17; Vashi, Navi Mumbai-4 (Off): 66743205 / 40132040 Email: sharmaviraj@hotmail.com

All that Piece and Parcel of Land bearing Plot No. 09, admeasuring about 2299.98 Square Metres, situate at Sector 34C, Owe-Kharghar, Taluka - Panvel and District - Raigad, allotted under 12.5% Gaothan Expansion Scheme and bounded as follows:

On or towards the North by On or towards the South by

On or towards the East by

On or towards the West by

Dated this ______ Day of JUNE, 2010.

: Plot No. 8.

Plot words.

Viras V. Sharina B.Com, M. B. -Advocate High Court

Ger - Tower Sector - 17.





CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE:

"NIRMAL", 2nd Floor, Nariman Point,

Mumbal - 400 021.

PHONE: (Reception) +91-22-6650 0900 / 6650 0928

ctpc3727725666985

J6, Ref. No.

M/s. Sakshi Home Trades Pvt. Ltd., Partner. Vinod M. Bhanushali & Other One Shop No.8, Shivji Market , Plot No.8 & 9, Sector-19D, Vashi, Navi Mumbai

HEAD OFFICE:

CIDCO Bhavan, CED Belapur, Navi Mumbai - 400 614. PHONE: +91-22-6791 8100

: +91-22-6791 8166

JUL 2010

CHARGE GIVEN

ASSESSEMENT ORDER NO.298 /2010-11 REGISTER NO.02-PAGE NO. 298 SUB:- Payment of development charges for Residential Building on Blot No.02, Septor 2 Kharghar (12.5% scheme), Navi Mumbai REF:- 1) Your architect's application dated 04/06/2010 & 02/07/2010 2) Final Transfer Order issued by M(TS-II), vide letter dtd. 28/05/2010 3) Delay NOC issued by M(TS-II), vide letter dtd. 28/05/2010 4) Fire NOC issued by Fire Officer, CIDCO vide letter dtd. 02/07/2010 5) Time extension NOC issued by M(TS-II) vide letter dtd.28/05/2019.
6) IDC 50% paid of Rs. 11,50,000/- vide challan no. 121454, dtd.29/06/2019.
ORDER OF ASSESSMENT OF DEVELOPMENT CHARGES.

(OFFICE ORDER NO. CIDCO./ADM/2449/DATED/18/11/92)

Name of Assessee

:-M/s. Sakshi Home Trades Pvt. Ltd.,

2. Location

Partner, Vinod M. Bhanushali & Other One : Plot No. 09, Sector-34C

3. Land use

at Kharghar (12.5% scheme), Navi Mumbai. :-Residential

4. Plot area

:-2299.980 Sq. mtrs

5. Permissible FSI

AREA FOR ASSESSEMENT:-

FOR COMMERCIAL

Plot area

Built up area

B) FOR RESIDENTIAL

Plot area

Built up area 7.

:- 2013.154 Sq.mtrs. :- 3017.482 Sq.mtrs

:- 286,826 Sq.mtrs..

:- 430.240 Sq.mtrs.

DEVELOPMENT CHARGES:-A) FOR COMMERCIAL

Plot area

ii)

Built up area

:- 286.826 Sq.mtrs.X Rs.60/-= Rs.17209.50 :- 430.240 Sq.mtrs.X Rs.80/-= Rs.34419.20

Total Rs.51628.76

B) FOR RESIDENTIAL i)

Plot area ii)

8)

91

:- 2013.154 Sq.mtrs.X Rs.30/-= Rs. 60406.20

Built up area

:- 3017.482 Sq.mtrs > Rs.40/-= Rs.120699.28 TOTAL =Rs.181105.48

Total Assessed development :- 7(A) + 7(B)=Rs.232734.24, Say Rs. 232735/-

Date of Assessment

- 05/07/2010

10) Due date of completion

:- 05/01/1998 to 04/01/2011

Development charges paid of Rs. 2,32,750/-Vide Challan No.121455, dtd.29/06/2010 11)

> (R. BAPatil) Add. Town Planning Officer(BP) (Navi Mumbai & Khopta)

Yours fait (soul)



CIDCO Bhavan, CDD Belapur,

PHONE: +91-22-6791 8100 : +91-22-6791 8166

Data 7 JUL 2010

Navi Mumbal - 400 614.

HEAD OFFICE:

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE:

"NIRMAL", 2nd Floor, Norlman Polist,

Mumbal - 400 021.

PHONE: (Reception) +91-22-6650 0900 / 6650 0928

Ref. NoM/s. Sakshi Home Trades Pvt. Ltd.,

Partner. Vinod M. Bhanushali & Other One, Shop No.8, Shivji Market , Plot No.8 & 9,

Sector-19D, Vashi, Navi Mumbai.

Sub:-Development permission for Residential Building on Plot No. 09, Sector-34G-at-Kharghar

(12.5% scheme), Navi Mumbai

REF:- 1) Your architect's application dated 04/06/2010 & 02/07/2010

2) Final Transfer Order issued by M(TS-II), vide letter dig-26/05/2910

3) Delay NOC issued by M(TS-II), vide letter dtd. 28/05/2016 4) Fire NOC issued by Fire Officer, CIDCO vide letter dtd. 02/07/2011

5) Time extension NOC issued by M(TS-II) vide letter dtd:26/05/2010-

6) IDC 50% paid of Rs. 11,50,000/- vide challan no. 121(454, 0td 29/96/2010)

Please refer to your application for development permission for Residential Building on Plot No.09, Sector-34C at Kharghar (12.5% scheme) Navi Mumbai.

The development permission is hereby granted to construct Residential Building on the plot mentioned above.

The commencement certificate as required under section 45 of the Maharashtra Regional and Town Planning Act, 1966 is also enclosed herewith for the structures referred above.

The Developer / individual Plot Owner should obtain the proposed finished road edge level from the concerned Nodal Executive Engineer. The Developer/ Plot Owner to distinct that the finished plinth level of the proposed buildings / shops to be minimum 730 manager the highest finished plinth level of the proposed buildings / snops to be minimum.

The approval for plumbing services i.e. drainage and walks supply small be separately d by the applicant from the Executive Engineer, Kharghar , Oliver prior to the obtained by the applicant from the Executive Engineer, Kharghur commencement of the construction Work. दालनेप क्यते

You will ensure that for every 50 no. of flats, two wheeled bins of HDPE material and of capacity 240 liters each (1 no. for Dry and 1 No. for Wet Garbage) will be provided at the before seeking occupancy certificate.

You will ensure that the building materials will not be stacked on the road during the construction period.

Since, you have paid IDC 50% paid of Rs. 11,50,000/- vide challan no. 121454, dtd.29/06/2010 , you may approach to the Office of Executive Englaces (KMR) to , you may approach to the Office of Executive Engineer (KHR) to get the sewerage connection to your plot.

Thanking you,

(R. B. Pati) Add. Town Planning Officer(BP) (Navi Mumbai & Khopta)

REF.NO.CIDEOVATPO, 839 = _

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CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHERA LTD.

<u>COMMENCEMENT CERTIFICATE</u>

Permission is hereby granted under kind a re-
Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act. 1966 (Maharashtra XXIVII) of 1966 to Maharashtra Regional and Town
Trades P. + 111 0
Incoders Pot Atd Rosp. Vivod M. Bhanishali. Initiplos No. 9 Road No Sector 340 Node leads
Navi Mumbai. As per the approved
development work of the proposed to tal Ressi BUR = 389. The solutions for the Council and the proposed to tal Ressi BUR = 389. The solutions of the Council and the solution of the proposed to tal Ressi BUR = 389. The solutions of the Council and the solution of the sol
Com. B. U.A = 430' 240 Ressi BUR = 389 P. COM. 1000
D. J. E. 3449 999-60-40 DV 1
(Nos. of Residential Units 20 Nos. of Commercial units 18 3 70 Shruch
1. This Certificate is that the second confirmer of the c

- 1. This Certificate is liable to be revoked by the Corporation it :-
 - 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
 - through fraud or Misrepresentation and the applicant and/or any population development work in contravention of section-43 or 45 (1) (1) Mathamatical Regional and Town Planning Act-1966.

The applicant shall :

- Give a notice to the Corporation for completion of development work upto plinting a level, atleast 7 days before the commencement of the further work.
- Give written notice to the Corporation regarding completion of the work.
 - 2(c) Obtain Occupancy Certificate from the Corporation.
 - 2(d) Permit authorised officers of the Corporation to enter the building or premises, for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.

The structural design, building materials, installations, electrical installations etc. Shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and for GDCRe - 1975 in force.

The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be done in accordance with provision of Section-48 of MRTP Act- 1966 and as per regulation no.16.1(2) of the GDCRs - 1975.

- 5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and for every person deriving title through or under him.
- 6. A certified copy of the approved plan shall be exhibited on site.
- The amount of Rs. 11500 ____deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation-for-breach. .7. of any of the conditions attached to the permission covered by the Commons pent.

 Certificate. Such forfeiture shall be without prejudice to any other rancey or held of Corporation.
- "Every Building shall be provided with under ground and over head water tanks? The capacity of the tanks shall be as per norms fixed by CDCO. In case of high rise buildings under ground and over head water tank shall be provided as perthe tire fighting requirements of CDCO. The applicant shall seek approval of the EE(Water Supply) of CDCO in respect of capacity of domestic water tanks. 8. CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".
- You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
- : 10. As per Govt, of Mahamshtra memorandum vide No.TBP/4393/1504/C4-287/94, UD-11/RDP. Dated 19th July, 1994 for all buildings following additional conditions shall
 - As soon as the development permission for new construction or rendered panent is obtained by the Owners/Developer, he shall install Display Board of the Owners/Developer of the Owner ij
 - Name and address of the owner/developer, Architection Contractor a)
 - 6) Survey Number/City survey Number. Plot. Number/Sector Winds under reference along with description of its boundaries.
 - Order Number and date of grant of development permission of re-development ci permission issued by the Planning Authority or any other authority.
 - Number of Residential flats/Commercial Units with areas. d).
 - Address where copies of detailed approved plans shall be available for d)
 - A notice in the form of an advertisement, giving all the detailed mentioned in (i) 11 above, shall be published in two widely circulated newspapers one of which should be in regional language.

11.

As per the notification dtd. 14th September 1999 and amendment on 27th August, 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued giby Urban Development Deptt., Govt. of Maharashtra, vide No. FAR/102004/160P.No.27/UD-20, dtd. 27/02/2004, for all Buildings following additional

The Owners Developer shall use Fly Ash bricks or blocks arguing windles will ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of them to the extent of 100% (by volumb) of the total bricks are the case may be in their construction activity. tiles as the case may be in their construction activity.

- As directed by the Urban Development Deptt Government of Mahamahira, under Section-154 of MR&TP Act-1966 and vide Provision No. TPB 43200170133/CR-12. 230/01/UD-11, dated 10/03/2005, for all buildings greater than 300.00 Sq.m. following
 - All the layout open spaces / amenities spaces of Housing Society and now construction / reconstruction / additions on plots having area not less than 300.00 Sq.m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed.)

Provided that the authority may approve the Rain Water Harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case.

- The owner / society of every building mentioned in the (a) above shall-ensure that the Rain Water Harvesting structure is maintained in good repair for storage b) of water for non potable purposes or recharge of groundwater at all times.
- The Authority may impose a levy, of not exceeding Rs. 100/- per annum for every 100 Sq.m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting structures as

ADDL. TOWN PLANNING OFFICER TOWN PLANT Navi Mumbai & Khopta

C.C.TO: ARCHITECT

C.C. TO: Separately to:

M(TS) CUC

EE(KHRPNL/KLMADRON)

RAIN WATER HARVESTING

Rain Water Harvesting in a building site includes storage or recharging into ground of rain water falling on the terrace or on any paved or unpaved surface

- The following systems may be adopted for harvesting the rain water drawn from terrace and the paved surface.
 - Open well of a minimum of 1.00 mt. dia and ount. in doots into which rain water may be channeled and allowed after filtration for removing silt and floating material. The well small be provided with ventilating covers. The water from the open well may be used for non potable domestic purposes such as washing flyshing and for
 - Rain water harvesting for recharge of ground water may be done through a bore well around which a pit of one metre width may be excavated upto a depth of at least 3.00 mt. and refilled with stone aggregate and sand. The filtered rain water may be channeled to the refilled pit for recharging the borewell. (iii)
 - An impervious surface / underground storage tank of required capacity may be constructed in the setback or other open space and the rain water may be channeled to the storage tank. The storage tank shall always be provided with ventilating covers and shall have draw-off taps suitably placed so that the rain water may be drawn ell for domestic, washing gardening and such other purposes. The storage tanks shall be provided with an overflow
 - The surplus rain water after storage may be recharged in the surplus rain water after storage may be recharged in the surplus rain water after storage may be recharged in the surplus rain water after storage may be recharged. through percolation pits or trenches or combination depits and trenches. Depending on the geomorphological and programmal condition, the pits may be of the size of 1.20 mt. with & 1.20 mt. length X 2.00 mt, to 2.50 mt. depth. The trenches Car be on 0.00 mit. width X 2.00 to 6.00 mt. length X 1.50 to 200 mt. stemmit Terrace water shall be channeled to pits or trenches. Such pits or trenches shall be back filled with filter media comprising following materials.
 - a) 40 mm stone aggregate as bottom layer upto 50% of the depth;
 - b) 20 mm stone aggregate as lower middle layer upto 20% of the .
 - c) Coarse sand as upper middle layer upto 20% of the depth; d) A thin layer of fine sand as top layer;

c). Top 10% of the pits/trenches will be empty and a splashis to be provided in this portion in such a way that roof top water falls on the splash pad.

1) Brick masonry wall is to be constructed on the exposed surface

of pits/trenches and the cement mortar plastered.

The depth of wall below ground shall be such that the wall prevents lose soil entering into pits/trenches. The projection of the wall above ground shall atleast be 15 cms.

g) Perforated concrete slabs shall be provided on the pits/trenches...

If the open space surrounding the building is not dayed layer upto a sufficient depth shall be removed and refil course sand to allow percolation of rain water into gra-

The terrace shall be connected to the open well borewell storage tank/recharge pit/trench by means of HDPE/PVC pipas Marough (Alter media. A valve system shall be provided to enable the first-washings horfe roof or terrace catchment, as they would contain undesirable dirt. The mouths of all pipes and opening shall be covered with mosquito (insect). proof wire net. For the efficient discharge of rain water, there shall be at least two rain water pipes of 100 mm dia mtr. for a roof area of 100

Rain water harvesting structures shall be sited as not to endanger the stability of building or carthwork. The structures shall be designed such that no dampness is caused in any part of the walls or foundation of the building or those of an adjacent building.

The water so collected/recharged shall as far as possible by non-drinking and non-cooking purpose.

Provided that when the rain water in exceptional circumstances will be utilized for drinking and/or cooking purpose, it shall be ensured that proper filter arrangement and the separate outlet for by passing the first rain-water has been provided.

Provided further that it will be ensured that for such use, proper disinfectants and the water purification arrangements have been made.



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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE :

="NIRMAL", 2nd Floor, Nariman Point,

Mumbai - 400 021.

PHONE: (Reception) 00-91-22-6650 0900

00-91-22-6650 0928

: 00-91-22-2202 2509 / 6650 0933

Ref. No.

HEAD OFFICE:

CIDCO Bhavan, CBD-Belapur, Navi Mumbai - 400 614. PHONE: 00-91-22-6791 8100

: 00-91-22-6791 8166

Date : 19 0 0 EC 2016

CIDCO/BP-7910/ATPO(NM & K)/2013/19 2.0

M/s. Sakshi Home Trades Pvt. Ltd., Partners, Shri. Vinod M. Bhanushali & Other One, Shop No.8, Shivaji Market, Plot No.8 & 9, Sector-19-D,

Unique Code No. 2

Vashi, Navi Mumbai.

SUB:- Payment of Construction & Other Workers Welfare Cess charges for Reside Plot No.9, Sector-34-C, at Kharghar (12.5% Scheme), Navi Mumbai.

1) Your architect's letter dated 22/07/2013 à 21/11/2013

0

ORDER OF ASSESSMENT OF CONSTRUCTION & OTHER WORKERS WELFARE CESS (AS PER BUILDING AND OTHER CONSTRUCTION WORKER'S WELFARE CESS RULES, 1998)

Name of Assessee

:- M/s. Sakshi Home Trades Pvt. Ltd.,

2. Location

Partners, Shri. Vinod M. Bhanushali & Other One, - Plot No.9, Sector-34-C, at Kharghar (12,5% Scheme), Navi Mumbai.
- Residential
- 2299.980 Sq. mtrs

3. Land use

4. Plot area

5. Permissible FSI :- 1.50

GROSS BUA FOR ASSESSEMENT 6

:- 8158.00 Sq.mtrs.

A)

B)

ESTIMATED COST OF CONSTN. :- 8158.00 Sq. :trs. X 13200.00 =Rs 107685600/.

AMOUNT OF CESS :- Rs.107685600/- X 1% = Rs.1076856.00 Receipt

Construction & Other Workers Welfare Cess charges paid Rs.10,77,000/- vide Receipt 7) No.11310, dtd.18/11/2013

> Yours faithfull 10/12/13

1

(Manjula Nayak) Addl. Town Planning Officer(BP) Navi Mumbai & Khopta



CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE :

"NIRMAL", 2nd Floor, Nariman Point,

Mumbai - 400 021.

PHONE: (Reception) 00-91-22-6650 0900

00-91-22-6650 0928

: 00-91-22-2202 2509 / 6650 0933

Ref. No.

HEAD OFFICE .

CIDCO Bhavan, CBD-Belapur,

Navi Mumbai - 400 614. PHONE: 00-91-22-6791 8100

: 00-91-22-6791 8166

Date: NO DEC 2003

CIDCO/BP-7910/ATPO(NM & K)/2013/ 19 20 ---

Unique Code No. 2 0 1 3 0 3 0 2

M/s. Sakshi Home Trades Pvt. Ltd., Partners, Shri. Vinod M. Bhanushali & Other One, Shop No.8, Shivaji Market, Plot No.8 & 9, Sector-19-D,

Vashi, Navi Mumbai.

Sub:- Occupancy Certificate for Residential Building on Plot No.9, Sector-(12.5% Scheme), Navi Mumbai.

1) Your architect's letter dated 22/07/2013 & 21/11/2013

2) Extension in time limit issued by EO(12.5%) vide letter No. CIDCO/Estate/12.5% Sch/KHR/214D/2013, dtd.23/04/2013

3) Maveja NOC issued by AEO vide letter No. CIDCO/Estate/12.5% Sch/KHR/21 dtd.17/04/2013 4) No dues certificate issued by AEO vide letter No. CIDCO/Estate/12.5% Sch/KHR/214D/2013,

dtd.21/11/2013 Final fire NOC issued by Fire Officer vide letter No. CIDCO/FIRE/KLM/5495/2013,

dtd.07/11/2013

6) DCC issued by EE(KHR-I) vide letter No. CIDCO/EE(KHR-I)/2013/175, dtd.25/07/2013 7) PSIDC NOC issued by EE(Elect-I) vide letter No. CIDCO/EE(Elect-I)/13/2038/2117, dtd.16/04/2013

8) 100% IDC paid of Rs.23,00,000/- vide

Challan No.121454, dtd.29/06/2010, Amount of Rs.11,50,000/ii)

Receipt No. 11310, dtd. 18/11/2013, Amount of Rs. 11, 50,000/-

Dear Sir,

Please find enclosed herewith the necessary Occupancy Certificate for Residential Building on above mentioned plot along with as built drawings duly approved.

You shall carry out Structural Augit of this development from Structural Stru the above terms & conditions shall be incorporated in the conveyance deed and the segrety metallies shall be made aware of the said terms & conditions at the time of execution and the said terms are conditions.

Since, you have paid 100% IDC of Rs.23,00,000/- vide i) Challan No.121454 (1640006/2010, Amount of Rs.11,50,000/- ii) Receipt No.11310, dtd.18/11/2013, Amount of Rs.11,50,000/-, you may approach to the Office of Executive Engineer (W/S) to get the water supply connection to your plots.

Yours faithfully,

Manyon

(Manjula Nayak) Addl. Town Planning Officer(BP) Navi Mumbai & Khopta



CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MANARASHTRA LIMITED

-REGD. OFFICE :

"NIRMAL", 2nd Floor, Nariman Point, ...

Mumbai - 400 021.

PHONE : (Reception) 00-91-22-6650 0900

00-91-22-6650 0928

: 00-91-22-2202 2509 / 6650 0933

Ref. No.

HEAD OFFICE:

CIDCO Bhavan, CBD-Belapur, Navi Mumbai - 400 614.

PHONE: 00-91-22-6791 8100

FAX : 00-91-22-6791 8166

Date # 0 DEC 2813

CIDCO/BP-7910/ATPO(NM & K)/2013/ 1 9 2 0 ---

Unique Code No. 2 0 1 3 0 3 0 2 1 0 2 2 9 7 1 0 2

OCCUPANCY CERTIFICATE

i hereby certify that, the development of Residential Building of Gi. 13 flobring [(Resi. BUA=3017.482 Sq.mtrs.; Comm. BUA=430.240 Sq.m. Fold BUA=3447.522 Sq.mtrs. (No. of Units- Resi.-90 & Comm-18)] Free of FSI = Society Office BUA=24.992 Sq.mtr., on No.09, Sector-34-C at Kharghar, of Navi Mumbai completed under the supervision of Architect Triarch has been inspected on 16/10/2013 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the commencement certificate dated 07/07/2010 and that the development is fit for the use for which it has been carried out.

(Manjula Nayak) Addl. Town Planning Officer(BP) Navi Mumbai & Khopta





Sakshi Home Trades Pvt. Ltd.

Regd. Off.: Shop No. 8, Shivji Market, Ground Floor, Opp. APMC Grain Market-II, Plot No. 8 & 9, Sector-19/D, Vashi, Navi Mumbai - 400 705.

Tel.: +91-22-4102 4102 • Fax: +91-22-4102 4100 • E-mail: sales@gajragroup.co.in • Website: www.gajragroup.co.in

Certified True copy of an extract from the minutes of meeting of the Board of Directors of the M/s.Sakshi Home Trades Private Limited, Company Limited duly convened and at which a proper quorum was present, held at ,Office Shop No.8,Plot no.8 & 9,Shivji Market,Sactor-19D,Opp.APMC. Market II,Vashi,Navi Mumbai.400 705 on the 6th day of September, 2013.

RESOLVED THAT Mr. Vinod S. Bhanushali, bearing PAN No. AQPPBSI40D, be authorised to represent before registrar / sub-registrar of assurance, Navi Mumbai, UKAN (ICA (VO)) processing trains of Sale Agreement, Rectification Deed, Cancellation Deed, and all things related to the said transaction on behalf of company for residential cum commercial project known as Bhoomistrias situated at Pot no.9, Sector 34C, Owe Kharghai, Tal. Panvel, Dist. Raigad, and to do all other acts, deeds and Things required to be done by the company relating the said matter.

Certified True Copy

Chairman of the Meeting

Specimen Signature Of Mr. Vinod S. Bhanushali.

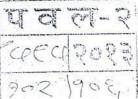
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Site Office: Plot No.9, Sector-34-C, Kharghar, Tal.: Panvel, Dist.: Raigad.











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	BREMBILLIBRER	INCIDENT MALINES CO.	angerie.

दस्त गोपवारा भाग-2

पवल2 १० ८ दस्त क्रमांक:8797/2013

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दस्त क्रमांक :पवल2/8797/2013 दस्ताचा प्रकार :-करारनामा

अंगठयाचा उसा **डायाचित्र** पक्षकाराचा प्रकार पक्षकाराचे नाव व पत्ता अन् क्र. तिहून घेणार नाव:राघव गुप्ता - -बरा :-28 पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे वाव: १०१ ,सुयोग हाईट्स प्लॉट गं.४१,रोवटर ८ ,कोपरखेरने नवी मुंबई , ब्लॉक मं: -, रोड मं: -महाराष्ट्र, ठाणे. पॅन नंबर:AXAPG2516N लिहून देणाः नाव:में . साक्षी होम ट्रेडर्स प्र. .लि तर्फ डायरेक्टर विनोद एम भानुशाली यांच्या तर्फ अधिकृत अधिकारी वय :-28 स्थाधारी: विनोद एस. आनुशाली पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शॉप नं.८ शिवाजी मार्केट सेक्टर - १९ डी वाशी नवी मुंबई , ब्लॉक नं: -, रोड नं: -, महारा

वरील दस्तऐवज करून देणार तथाकथीत / बहुर्रीन्सिमा

पॅन नंबर:AAMCS2316Q

भी है । वर्ज क्षेत्र हिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:30 / 12 / 2013 02 (2) विकास 10 PM

સરમહોમ જાલો ओळखः-खातील इसम असे निवेदीत करतात की ते दस्तरेवडा किन देणा-गाड़ी व्यक्तीणः ओळखतात, व त्यांची ओळख पटवितात

पक्षकाराचे नाव व पत्ता ąъ.

- नाव:सभीर म्हसकर -वय:23 पत्ताःमुलुंड कॉलनी मुंबई पिन कोड:400080
- नाव:भरत अरुण केळकर -पत्ताःरूम नं . २ मातृस्मृती चाळ गंणेश नगर गणेश रोड भांडुप स्वाक्षरी पिन कोड:400078

अंगठ्याचा उसा [±] ठायाचित्र







शिक्का क्र.4 ची वेळ:30 / 12 / 2013 02 : 29 : 41 PM

शिक्का क्र.5 ची वेळ:30 / 12 / 2013 02 : 29 : 49 PM औदणी पुस्तक 1 मध्ये

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